

**GUIDELINES FOR REQUESTING A MODIFICATION
(ADDITION OF NEW ITEMS OR SPECIAL ITEM NUMBERS (SIN), REQUESTING AN ECONOMIC PRICE
ADJUSTMENT (EPA), OR PRODUCTS DELETIONS)
UNDER YOUR EXISTING GSA, FSS, MAS CONTRACT WITH THE CENTER FOR
FACILITIES MAINTENANCE AND HARDWARE (R6)**

FEDERAL SUPPLY SCHEDULE: [] 51 V, HARDWARE SUPERSTORE

CONTRACTOR: _____

CONTRACT NUMBER: GS-_____

**FOR ALL MODIFICATIONS, THIS COVER PAGE, WITH THE
APPROPRIATE BOX MARKED AND ALL REQUIRED DOCUMENTATION
MUST ACCOMPANY YOUR REQUEST.**

****ANY REQUEST SUBMITTED WITHOUT ALL REQUIRED DOCUMENTS MAY BE REJECTED AND RECEIVE NO
FURTHER CONSIDERATION.**

- [] 1. When adding new items or new SINs, you **must** provide the following:
- (a) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format (Enclosure 1) (*applicable only if adding new SIN's*).
 - (b) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format (Enclosure 1). **If this information is the same as the initial award, a statement to that effect may be submitted in lieu of the CSP-1.**
 - (c) Information about the new item(s) or the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
 - (d) If you are requesting the addition of an entire new product line, then you must also submit the product/service Attachment applicable to the new items, in addition to this attachment. Product/Service Attachments can be found in the 51V solicitation located at <http://www.fbo.gov>
 - (e) If you are a Dealer or Supplier (Excluding the Hardware Store), a letter of commitment from the manufacturer for each new brand offered. This letter must be on the manufacturer's original letterhead with an original signature from an officer (CEO, President, Vice President) of the company. It must reference your contract number (GS-XX-XXXXX), the contract period, and contain a statement similar to the following: "Manufacturer's Name guarantees Your Company Name a source of supply sufficient to meet the Government's requirements. The manufacturer must also include a statement certifying that new products comply with the requirements of Clause 52.225-5, Trade Agreements Act.
 - (f) Two (2) copies of product literature and and ALL applicable (non-Government) dated published price lists. Identify items in the price list by SIN, and exclude any items/terms not being offered or not appropriate for the SIN.
 - (g) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedule).
 - (h) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance (Enclosure 2).
 - (i) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
 - (j) Any information requested by 52.212-3(f), Offeror Representations and Certifications—Commercial

Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.

- (k) Enclosure 1 (CSP-1) (All blanks must be filled in)
- (l) Enclosure 2 – GSA Offered Terms (All blanks must be filled in). This Enclosure must be signed.
- (m) Enclosure 3 – Country of Origin Disclosure – Request to Add Items (All blanks must be filled in)

[] 2. When requesting an Economic Price Adjustment (EPA) in accordance with clause 552.216-70, Alternate I, Economic Price Adjustment ([Clause 6FEC-552.216-70 Economic Price Adjustment \(R6 Deviation\) \(Mar 2004\) for Hardware Store, Attachment 3](#)), you **must** provide the following:

- (a) Information requested in paragraphs (1) thru (5) of CSP-1, Commercial Sales Practices Format (Enclosure 1). Please note that the commercial sales figure provided must reflect commercial sales from catalog prices, and only for those products being offered. If multiple brands or SINs are proposed for addition or economic price adjustment, commercial sales should be broken down by brand or SIN.
- (b) Two (2) copies of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
- (c) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- (d) Documentation supporting the reasonableness of the price increases which includes, but is not limited to Producer Price Index (PPI) analysis, market trend analysis, substantiation and backup documentation from the manufacturer (on manufacturer's letterhead).
- (e) Enclosure 1 (CSP-1) (All blanks must be filled in)
- (e) Enclosure 4 – Request for Price Adjustments (All blanks must be filled in)

[] 3. When requesting Product Deletions, you **must** provide the following:

- (a) Enclosure 5, Request for Deletions (All blanks must be filled in)
- (b) Estimated lost annual sales, if deleting products for non-compliance with clause 52.225-5, Trade Agreements Act

[] 4. When requesting Part Number or Product Name Changes where there have been no significant changes in the product or its function, you **must** provide the following:

- (a) Enclosure 6, Request for Change in Product Information (Part Number or Product Name Change)

ALL GOVERNMENT PRICING SUBMITTED HEREIN IS EXCLUSIVE OF THE .75% INDUSTRIAL FUNDING FEE (IFF)

ENCLOSURE 1

CSP-1 -- COMMERCIAL SALES PRACTICES FORMAT

Name of Offeror _____

SIN(s) _____

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information **for each SIN** (or group of SINs for which information is the same).

- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$ _____. State beginning and ending of the 12 month period. Beginning _____ Ending _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). **For evaluation purposes only, provide a copy of your commercial price list that was applicable during the time period shown in this paragraph.**
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;

- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ____ NO _____. (See definition of "concession" and "discount" in 552.212-70.)
- (4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

Column 1— Most Favored Customer (MFC)	Column 2— Basic Discount Granted MFC	Column 3— Quantity/Volume Discounts	Column 4— FOB Terms	Column 5— Concessions (see 552.212-70 for examples)

- (b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES ____

NO _____. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

SOURCE SELECTION INFORMATION – SEE FAR 3.104

(5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

- (a) Manufacturer's Name
- (b) Manufacturer's Part Number
- (c) Dealer's/Reseller's Part Number
- (d) Product Description
- (e) Manufacturer's List Price
- (f) Dealer's/Reseller's percentage discount from List Price or net prices

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

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Column 1—Identify the applicable customer or category of customer. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may

disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2—Identify the discount. The term “discount” is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

Column 3—Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

Column 4—Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

Column 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer. Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond “YES” to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data needed to establish the reasonableness of the offered price.

ENCLOSURE 2

GSA OFFERED TERMS

The following is/are offered for the items/SINs being added to the current contract under:

FEDERAL SUPPLY SCHEDULE: [] 51 V, HARDWARE SUPERSTORE

1. Basic Discount (or range of discounts) _____
(Provide an electronic copy of the updated Price Discount Relationship spreadsheet)
2. Prompt Payment Discount _____
(If none offered, show the Net term, i.e., Net 30 days. How does this compare with already awarded payment discounts? The payment discount applies to the entire contract. If your contract already has a payment discount awarded, these items are also covered by the existing payment discount.)
3. Quantity/Volume Discount _____
(Show the percentage and quantity/dollar level.)
4. Other Discounts: _____
5. Any other concession being offered to the Government, but not the Most Favored Customer _____
6. FOB Terms currently awarded: _____ F.O.B. Destination _____ F.O.B. Origin
7. Delivery (Days ARO) Normal: _____ Days ARO Expedited: _____ Days ARO
8. Trade Agreement Act (TAA): Recently there have been several settlements with large office product companies concerning the compliance with Trade Agreements Act (TAA). The law requires vendors to propose and subsequently sell only products made in an eligible or designated country as outlined in Federal Acquisition Regulation (FAR 52.225-5). When you signed your contract, you certified all end products offered under on your contract complied with the TAA. Compliance with this clause is mandatory, therefore, please provide a complete listing of the country of origin on all items offered under this proposal. A suggested format (copy attached). In addition, please provide a detailed description of the current processes, procedures, and or systems you have in place to identify country of origin and monitor compliance with TAA.

The signature block shown below must be completed upon submission of this modification package.

Signature

Title

Date

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

- (a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special Item No. or nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
<u>ALL SINS</u>	30-45 days	_____

- (b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (special (Special Item No. or nomenclature)	Expedited delivery time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

- (c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

E-FSS-516 PRODUCTION POINT AND INSPECTION INFORMATION (MAR 1990)

Offerors shall insert the following information for each item offered in the spaces provided below:

ITEM NO(S).	NAME OF MANUFACTURER	PRODUCTION POINT—INSPECTION POINT NAME, ADDRESS (If other than (Including County), and Production Point) TELEPHONE NUMBER
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

In accordance with the terms of Schedule 51 V, items produced in non-designated countries are excluded from consideration for award. A list of designated countries can be found in clause 52.225-5, Trade Agreements Act.

**END OF DOCUMENT – FULL TEXT OF CLAUSES APPLICABLE TO MODIFICATIONS ARE
AVAILABLE IN THE SOLICITATIONS FOR SCHEDULE 51 V LOCATED AT
[HTTP://WWW.FBO.GOV](http://www.fbo.gov)**

COUNTRY OF ORIGIN DISCLOSURE - REQUEST TO ADD ITEMS

***Provide a detailed description of the current processes, procedures, and/or systems in place to identify country of origin and monitor of Trade Agreements Act compliance.**

Your attention is directed to Clause 52.225-5, Trade Agreements. **Compliance with this clause is mandatory for any resultant contract.** The monitoring of compliance falls on both the contractor as well as the Government customer; therefore, with the recent focus on Trade Agreement compliance we are requesting all offerors to provide a complete listing of the country of origin on all items offered under this proposal. A suggested format is provided below. This can be provided on a disc however, one printed copy must be furnished to this office. All items from non-designated countries **MUST** be identified and excluded from your offer.

All items from non-designated countries MUST be excluded from your offer.

THIS CHART DOES NOT REPLACE THE REQUIREMENT FOR SUBMISSION OF YOUR STANDARD COMMERCIAL PRICELIST WHICH MUST ALSO BE SUBMITTED WITH YOUR REQUEST.

DISCOUNT/PRICING CHART

[illegible]

MOST FAVORED CUSTOMER IS _____.

MOST FAVORED CUSTOMER'S (MFC) DISCOUNT RANGE_____.

GSA' S DISCOUNT RANGE_____.

ENCLOSURE 4

REQUEST FOR PRICE ADJUSTMENTS (POST AWARD)

Your attention is directed to Clause 52.225-5, Trade Agreements. **Compliance with this clause is mandatory for any resultant contract.** The monitoring of compliance falls on both the contractor as well as the Government customer; therefore, with the recent focus on Trade Agreement compliance we are requesting all offerors to provide a complete listing of the country of origin on **all items** offered under this proposal. A suggested format is provided below. This can be provided on a disc however, one printed copy must be furnished to this office. All items from non-designated countries **MUST** be identified and excluded from your offer. **All items from non-designated countries MUST be excluded.**

THE FOLLOWING FORMULAS ARE PROVIDED FOR YOUR USE.

Price Increases: $\text{New Price} - \text{Current Price} / \text{Current Price}$

Price Decreases: $\text{Current Price} - \text{New Price} / \text{Current price}$

THIS MUST BE SUBMITTED WHEN REQUESTING A PRICE INCREASE AND/OR DECREASE ON ANY RESULTANT CONTRACT

SIN	PART NUMBER	DESCRIPTION	UNIT OF ISSUE	CURRENT COMMERCIAL LIST PRICE	NEW COMMERCIAL LIST PRICE	% DIFF	CURRENT MFC PRICE	NEW MFC PRICE	% DIFF	CURRENT GSA PRICE	NEW GSA PRICE (exclusive of the .75% IFF)	% DIFF	COUNTRY OF ORIGIN

MOST FAVORED CUSTOMER IS _____.

MOST FAVORED CUSOMER'S (MFC) DISCOUNT RANGE _____.

GSA' S DISCOUNT RANGE _____.

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ENCLOSURE 5
REQUEST FOR DELETION OF ITEMS

(POST AWARD)

THIS MUST BE SUBMITTED WHEN REQUESTING PRODUCTS TO BE DELETED FROM
ON ANY RESULTANT CONTRACT. IF PRODUCTS ARE DELETED DUE TO NON-TAA COMPLIANCE, PLEASE
PROVIDE ESTIMATED LOST ANNUAL SALES FOR EACH PRODUCT.

[illegible]

MOST FAVORED CUSTOMER IS _____.

MOST FAVORED CUSTOMER'S (MFC) DISCOUNT RANGE _____.

GSA' S DISCOUNT RANGE _____.

Do you have any BPAs with Federal customers for these items? _____

ENCLOSURE 6

**REQUEST FOR CHANGE IN PRODUCT INFORMATION
(PART NUMBER OR PRODUCT NAME CHANGE)**

**THIS ATTACHMENT IS INTENDED ONLY FOR PRODUCTS CURRENTLY ON
CONTRACT.**

(POST AWARD)

THIS MUST BE SUBMITTED WHEN REQUESTING CHANGES TO PRODUCTS
ON ANY RESULTANT CONTRACT

SIN	CURRENT PART NUMBER	NEW PART NUMBER	CURRENT PRODUCT NAME	NEW PRODUCT NAME	GSA PRICE	COUNTRY OF ORIGIN

MOST FAVORED CUSTOMER IS _____.

MOST FAVORED CUSOMER'S (MFC) DISCOUNT RANGE _____.

GSA' S DISCOUNT RANGE _____.